

AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

OF

DBSI/TRI XX LIMITED PARTNERSHIP

857

67 MAR 24 1987 0 12

STATE OF IDAHO)
) ss.
County of Ada)

We, the undersigned, desiring to completely amend and restate the Certificate of Limited Partnership of DBSI/TRI XX Limited Partnership No. L01172 filed with the Secretary of State, State of Idaho, December 17, 1986 and the amendment thereto No. L01172a filed March 20, 1987 pursuant to the laws of the State of Idaho hereby sign and swear to the following:

1. The name of the partnership is DBSI/TRI XX Limited Partnership.
2. The purpose of the Partnership is to acquire, hold, sell, dispose of and otherwise deal with an apartment complex in Portland, Oregon.
3. The name and address of the registered agent of the partnership is DBSI Housing Inc., 1070 N. Curtis Road, Suite 270, Boise, Idaho 83706.
4. One limited partner is being removed from the limited partnership. The name, place of business and amount of cash contributed which is to be returned to the withdrawing limited partner are as follows: David L. Palfreyman, 1070 N. Curtis Rd., Suite 270, Boise, Idaho 83706, \$100 capital contribution to be returned.
5. The name and place of residence or business of each General and Limited Partner in the Partnership and the amount of cash or agreed value of any other property or services contributed are as follows:

<u>Name</u>	<u>Address</u>	<u>Contribution</u>
DBSI Housing Inc. (General Partner)	1070 N. Curtis Rd. Boise, Idaho 83706	0
Tomlinson Realty Investment II (General Partner)	P.O. Box 108 Boise, Idaho 83701	0

Carl K. Baker (Limited Partner)	10201 Dason Dr. Boise, ID 83704	\$50,000
Wallace R. & Betty A. Bergsnev (Limited Partner)	6606 Eagle Lake Rd. Duluth, MN 55803	\$25,000
William B. & Margaret M. Betchart (Limited Partner)	10485 Phar Lap Dr. Cupertino, CA 95014	\$21,950
Rodney B. Carman (Limited Partner)	639 N. St. #104 Anchorage, AK 99501	\$50,000
Joseph & Suzanne M. Cirillo (Limited Partner)	110 Hyndman View Dr. Hailey, ID 83333	\$198,648
Clarence W. Ecklund (Limited Partner)	P.O. Box 27 Twig, MN 55791	\$25,000
Harold C. & Victoria M. Heinze (Limited Partner)	2470 Belmont Dr. Anchorage, AK 99517	\$50,000
Roger H. & Eileen M. Johnson (Limited Partners)	609 6th Ave. Two Harbors, MN 55616	\$25,000
Jonathan S. Kendall (Limited Partner)	2661 Orchard Lane Excelsior, MN 55331	\$50,000
Eugene J. Lentsch (Limited Partner)	64 Orme Ct. St. Paul, MN 55116	\$43,900
Frants E. Madsen (Limited Partner)	1228 Bluebill Bay Burnsville, MN 55337	\$50,000
Minnesota Fence and Iron Works, Inc.	3350 Highway 149 Eagan, MN 55120	\$43,900
Catherine R. Mitchell (Limited Partner)	4804 Golf Terrace Edina, MN 55424	\$50,000
James H. Olson (Limited Partner)	1911 Valhalla Dr. Duluth, MN 55811	\$25,000
Robertson Trust (Limited Partner)	2520 S. Roosevelt St. Boise, ID 83705	\$43,900
W.O. & Evelyn M. Randolph (Limited Partner)	6810 Randolph Dr. Boise, ID 83709	\$50,000

Ogilvie & Taylor Investment Partners - I (Limited Partner)	181 Lytton Ave., #200 Palo Alto, CA 94301	\$87,800
--	--	----------

The Weber Family Trust (Limited Partner)	201 Lafayette Circle Lafayette, CA 94549	\$21,950
---	---	----------

The above listed limited partners were admitted to the Partnership on February 28, 1987.

6. The above listed Limited Partners upon entering the partnership paid 63.0% of the cash to be contributed. The remaining 37% will be paid in cash as follows:
12.4% on February 1, 1988, 12.3% on February 1, 1989, and 12.3% on February 1, 1990.
7. No limited partner may sell, assign, or transfer, in whole or in part, his Interest in the Partnership, except as otherwise provided in the Partnership Agreement, without obtaining the consent of the General Partners. Additionally, no consent will be given if such a sale or transfer would cause a termination of the Partnership for tax purposes or would be in violation of any Federal or state securities laws. As a condition to the admission of a Substituted Limited Partner, the person or entity so to be substituted shall execute and acknowledge such instruments (in form and substance satisfactory to the General Partners) as the General Partners may deem necessary or desirable to effect such substitution, and to confirm that the person or entity to be substituted as such Substituted Limited Partner, is bound by all the covenants, terms and conditions of the Limited Partnership Agreement, as the same may have been further amended. Provided, however, that if a Limited Partner sells or assigns his Interest in the Partnership without the consent of the General Partners the assignee of said Interest shall not be entitled to exercise any rights as a Limited Partner but shall be entitled to share in the profits and losses and distributions to which the Limited Partner would have been entitled had the assignment not been made.

There are no other times or events upon which an individual Limited Partner may withdraw from or terminate his membership in the Limited Partnership.

8. The rights of Partners to receive distributions from the Partnership are as follows:

- a. Cash Flow, after provision for Reserves, in respect of each year shall be distributed 99% to the Limited Partners and 1% to the General Partners.
- b. Sale or Refinancing Proceeds shall be distributed in the following order of priority:
 - (1) To the payment of liabilities of the Partnership then due and owing to Persons other than the Partners;
 - (2) To establish such Reserves as the General Partners in their sole discretion determine to be reasonably necessary for any contingent or foreseeable liability or obligation of the Partnership; provided, however, that the balance of any such Reserve remaining at such time as the General Partners shall reasonably determine shall be distributed in accordance with subparagraphs (3) through (7) of this section;
 - (3) To the payment to the General Partners of an amount equal to the unpaid balance, including accrued interest, of any Project Notes;
 - (4) To the Limited Partners, an amount equal to their Capital Contributions reduced (but not below zero) by the amount of all prior distributions to them under this section;
 - (5) To the General Partners, an amount equal to their Capital Contributions, if any, reduced (but not below zero) by the amount of all prior distributions to them under this section;
 - (6) To the General Partners or their Affiliates, any accrued and unpaid fees payable pursuant to the terms of this Agreement; and
 - (7) To the Limited Partners, an amount (pursuant to either this sub-paragraph (b)(7) or by way of Cash Flow which has been previously distributed to Limited Partners) equal to a cumulative return of 10% per annum simple interest on their Capital Contributions from the dates upon which their investment in the Partnership was made;

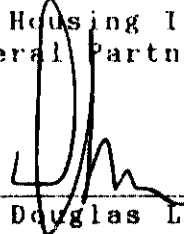
- (8) The balance, if any, 70% to the Limited Partners and 30% to the General Partners.
9. The term of the Partnership is from March 4, 1986 to continue until December 31, 2036 unless sooner dissolved and affairs wound up earlier by:
- a. Bankruptcy, dissolution, removal or withdrawal of the last remaining General Partner unless the Limited Partners elect to continue the business of the Partnership and elect a new General Partner;
 - b. The sale of all or substantially all of the assets of the Partnership or;
 - c. Vote of Limited Partners holding a majority of the then outstanding interests to dissolve the Partnership.

The withdrawal of any one of the General Partners shall not cause dissolution of the Partnership if within sixty (60) days of such withdrawal the remaining General Partner(s) elects to continue the business of the Partnership. The Partnership, however, shall cease existence with the cessation of the existence or withdrawal of the last General Partner.

10. The provisions herein may, in some cases, be summarized and reference is hereby made to the items of the Partnership Agreement and amendments thereto, which shall control the rights, obligations and duties of the Partners.

Dated, executed and sworn to this 23rd day of March, 1987, Boise, Idaho.

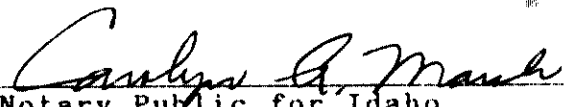
DBSI Housing Inc.
(General Partner)


By: Douglas L. Swenson
President

STATE OF IDAHO)
) ss
County of Ada)


On this 23rd day of March, 1987, before me, the undersigned, a Notary Public in and for said State, personally and individually appeared Douglas L. Swenson known to me to be the President of the above named corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument as a General Partner of DBSI/TRI XX Limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.


Notary Public for Idaho
Residence: Boise, Idaho
My Commission Expires: Feb. 1, 1988

Pursuant to the special power of attorney granted to the General Partners in Article XI of the Articles of Limited Partnership of DBSI/TRI XX Limited Partnership, the General Partner DBSI Housing Inc., hereby executes this Certificate for and in behalf of the Withdrawing Initial Limited Partner, David L. Palfreyman.

DBSI Housing Inc.
(General Partner)


By: Douglas L. Swenson
President

STATE OF IDAHO)
) ss
County of Ada)

On this 23rd day of March, 1987, before me, the undersigned, a Notary Public in and for said State, personally and individually appeared DOUGLAS L. SWENSON, known to me to be the President of the above named corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument as a General Partner of DBSI/TRI XX Limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Carolyn R. Marsh
Notary Public for Idaho
Residence Boise, Idaho
My commission expires Feb. 1, 1988

Pursuant to the special power of attorney granted to the General Partner in Article XI of the Articles of Limited Partnership of DBSI/TRI XX Limited Partnership, the General Partner DBSI Housing Inc., hereby executes this Certificate for and in behalf of the following Limited Partners: Carl K. Baker, Wallace E. & Betty A. Bergsnev, William B. & Margaret M. Betchart, Rodney B. Carman, Joseph & Suzanne M. Cirillo, Clarence W. Ecklund, Harold C. & Victoria M. Heinze, Roger H. & Eileen M. Johnson, Jonathan S. Kendall, Eugene J. Lentsch, Frants E. Madsen, Minnesota Fence and Iron Works, Inc., Catherine R. Mitchell, James H. Olson, Robertson Trust, W.O. & Evelyn M. Randolph, Ogilvie & Taylor Investment Partners - I and The Weber Family Trust.

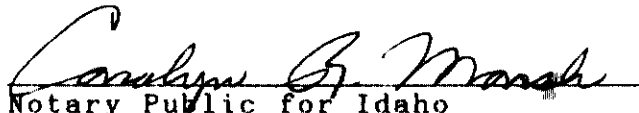
DBSI Housing Inc.
(General Partner)

By: 
Douglas L. Swenson
President

STATE OF IDAHO)
) ss.
County of Ada)

On this 23rd day of March, 1987, before me, a Notary public in and for said State, personally appeared DOUGLAS L. SWENSON, known to me to be the President of the above named corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument as a General Partner of DBSI/TRI XX Limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for Idaho
Residence: Boise, Idaho
My commission expires Feb. 1, 1988